



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#6 JANUARY 17, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

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January 17, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO A DONATION AGREEMENT WITH THE
LARRY KING CARDIAC FOUNDATION
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Request approval to extend the term of an Agreement with The Larry King Cardiac Foundation to continue to accept donations of cardiac care devices for indigent patients at LAC+USC Medical Center.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 2, substantially similar to Exhibit I, to The Larry King Cardiac Foundation (Foundation) Agreement No. H-701855 to extend the term of the Agreement for continued provision of cardiac care devices, effective upon execution, for the period February 1, 2012 through January 31, 2013, at no cost to the County.
2. Delegate authority to the Director, or his designee, to execute future amendments to extend the Agreement term on an annual basis, for as long as the Foundation has the ability to continue to provide cardiac care devices at no cost to the County.
3. Delegate authority to the Director, or his designee, to periodically update the County contract provisions, in the form of an amendment, as necessary, upon recommendation by County Counsel and CEO Risk Management

Operations to revise or add County-mandated provisions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will extend the current Agreement with The Larry King Cardiac Foundation (Foundation) for as long as the Foundation has the ability to continue to provide cardiac care devices at no cost to the County, and to periodically update County contract provisions to revise or add County-mandated provisions. Under the current Agreement, the Foundation donates cardiac care devices (e.g., stents, pacemakers, defibrillators and heart valves) for indigent patients at LAC+USC Medical Center (LAC&USC MC) in need of cardiac specialty services or suffering from severe or chronic cardiac distress. The current Agreement expires on January 31, 2012.

Implementation of Strategic Plan Goals

The recommended action supports Goal 4, Health and Mental Health, of the County Strategic Plan.

FISCAL IMPACT/FINANCING

Since February 1, 2006 through December 31, 2011, the Foundation has provided a total of 253 cardiac devices at no cost to the County which has resulted in cost savings to the County of \$1,260,889. Attachment A provides cost savings by fiscal year and specific device. LAC+USC MC will continue to provide the physicians and support services associated with cardiac procedures. Per the Agreement, the Foundation will continue to provide up to 100 cardiac care devices each year, valued at approximately \$750,000 per year during the extended term.

Funding for LAC+USC MC operations, including cardiac care, is included in the Department's FY 2011-12 Final Budget and will be requested in future years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 17, 2006, your Board approved a County-Foundation partnership project, effective February 1, 2006 through January 31, 2009 to provide cardiac care devices to individuals who, due to limited means or inadequate insurance, might otherwise be unable to receive the treatment and care they need.

On January 13, 2009, your Board approved Amendment No. 1 to this Agreement, extending the term for an additional three-year period through January 31, 2012.

The Foundation ensures that patients with limited means receive proper medical attention. Certain medical devices are funded through the Agreement to Foundation-eligible patients who must meet the following minimum criteria: a) patient is a U.S. citizen or has legal right to be in the U.S.; b) patient has no health insurance (public or private) and no financial ability to pay for the procedures; c) patient has not been convicted of a felony; and d) patient signs the Foundation media and privacy waiver forms. The County's only obligation is to submit forms completed by patients to obtain approval of eligibility from the Foundation. The County is not responsible for verifying or ensuring patient eligibility. The County will continue to provide cardiac treatment and devices to County-responsible indigent patients who are not eligible under Foundation criteria.

Either the Foundation or the County may terminate the Agreement with a 30-day prior written notice.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will assist LAC+USC MC to continue to provide life-saving medical devices to indigent patients receiving cardiac care services at LAC+USC MC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is stylized and cursive.

Mitchell H. Katz, M.D.

Director

MHK: jca

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

LARRY KING CARDIAC PROGRAM
SAVINGS BY FISCAL YEAR
As of 12/23/2011

FISCAL YEAR	DEVICE	QTY.	UNIT COST* (approx.)	COST SAVING (approx.)
FY2005-06	Stent	16	\$2,700	\$43,200
	Pacemaker	5	7,849	39,245
	Defibrillator/ICD	1	25,520	25,520
FY2005-06 Total		22		\$107,965
FY2006-07	Stent	61	\$2,700	\$164,700
	Pacemaker	8	7,849	62,792
	Defibrillator/ICD	1	25,520	25,520
	Heart Valve	5	5,047	25,235
FY2006-07 Total		75		\$278,247
FY2007-08	Stent	45	\$2,700	\$121,500
	Pacemaker	5	7,849	39,245
	Defibrillator/ICD	1	25,520	25,520
	Heart Valve	1	5,047	5,047
FY2007-08 Total		52		\$191,312
FY2008-09	Stent	17	\$2,700	\$45,900
	Pacemaker	7	7,849	54,943
	Defibrillator/ICD	4	25,520	102,080
FY2008-09 Total		28		\$202,923
FY2009-10	Stent	27	\$2,700	\$72,900
	Pacemaker	8	7,849	62,792
	Defibrillator/ICD	3	25,520	76,560
FY2009-10 Total		38		\$212,252
FY2010-11	Stent	23	\$2,700	\$62,100
	Pacemaker	4	7,849	31,396
	Defibrillator/ICD	3	25,520	76,560
FY2010-11 Total		30		\$170,056
FY2011-12, YTD	Pacemaker	6	\$7,849	\$47,094
	Defibrillator/ICD	2	25,520	51,040
FY2011-12, YTD Total		8		\$98,134
Grand Total		253		\$1,260,889

* The cost of cardiac devices if purchased by the County, and based on costs at inception of the program.

THE LARRY KING CARDIAC FOUNDATION
CARDIAC DEVICES DONATION AGREEMENT

Amendment No. 2

This Amendment is made and entered into this _____ day of January, 2012 by and between the COUNTY OF LOS ANGELES (hereafter "COUNTY"), and THE LARRY KING CARDIAC FOUNDATION (hereafter "CONTRACTOR").

WHEREAS, on February 1, 2006, COUNTY and CONTRACTOR, entered into an Agreement also identified as Agreement No. H-701855 (hereafter referred to as "AGREEMENT") for the express purposes of providing life-saving cardiac devices to identified indigent patients, for the period February 1, 2006 through January 31, 2009, and through a subsequent Amendment extended the Agreement term through January 31, 2012; and

WHEREAS, it is the intent of the parties to extend the term of the Agreement for one year under the same terms and conditions; and

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective _____, 2012.
2. This Agreement is hereby amended to delete paragraph 6, TERM OF AGREEMENT, in its entirety and replace it as follows:

"6. TERM OF AGREEMENT: February 1, 2006 through January 31, 2013. The Director of Health Services, or his designee, may approve and extend the term of this Agreement on an annual basis for as long as the Foundation has the ability to continue to provide cardiac care devices at no cost to the County. To implement such extensions, an Amendment to this Agreement shall be prepared by the County and executed by the duly authorized officers of the parties. This Agreement may be canceled or terminated at any time by either party, with or without cause, in whole or in part, when such action is deemed by County of the Foundation to be in its best interest, upon the giving of at least thirty (30) calendar days advance written notice to the other."

3. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the Director of Health Services and the Foundation has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

County of Los Angeles

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

The Larry King Cardiac Foundation

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL